

**ECKERT SEAMANS CHERIN & MELLOTT, LLC**

By: Gary M. Schildhorn, Esquire  
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PA ID Nos. 25770 & 92073

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*Attorneys for Plaintiff, A.V. Land & Building Enterprises, LLC*

**IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN  
DISTRICT OF PENNSYLVANIA**

A.V. LAND & BUILDING  
ENTERPRISES, LLC,  
13912 Grambling Circle,  
Westminster, California 92683  
Plaintiff,

v.

JIGNESH PANDYA,  
8 Woodland Road,  
Newtown, Pennsylvania 18940

Defendant.

**Civil Action**

**No.:** \_\_\_\_\_

**Jury Trial Waived**

**COMPLAINT**

1. Plaintiff, A.V. Land & Building Enterprises, LLC, ("**A.V. Land**" or "**Plaintiff**"), is a limited liability company and citizen of the states of Connecticut and Rhode Island, with an address at 13912 Grambling Circle, Westminster, California 92683.

2. Defendant and Guarantor, Jignesh Pandya, ("**Defendant**" or "**Guarantor**"), is an adult individual and citizen of the Commonwealth of Pennsylvania residing at 8 Woodland Road, Newtown, Pennsylvania 18940.

3. This action is a civil action in which jurisdiction is founded upon diversity of citizenship, given that: 1) Plaintiff and Defendant are citizens of different States and 2) the

amount in controversy exceeds \$75,000, exclusive of interest and costs, as required by 28 U.S.C. § 1332(a).

4. On or about September 1, 2011, Plaintiff and CT Pizza, LLC (“**CT Pizza**” or “**Lessee**”), a Connecticut limited liability company, entered into a Lease Agreement (“**Lease**”) wherein Plaintiff leased property located at 300 Silver Lane, East Hartford, Connecticut 06118 (“**Leased Premises**”), on which to operate a Pizza Hut franchise restaurant. A true and correct copy of the Lease is attached hereto as **Exhibit A**.

5. The Term of the Lease is September 2, 2011 through August 31, 2026.

6. Pursuant to Section 4 the Lease, CT Pizza agreed to pay a Base Rent, in equal monthly installments, as follows:

Lease Period	Annual Base Rent	Monthly Rent
9/1/2011 – 8/31/2016	\$60,000	\$5,000
9/1/2016 – 8/31/2021	\$66,000	\$5,500
9/1/2021 – 8/31/2026	\$72,000	\$6,050

7. In addition to Base Rent, CT Pizza agreed to pay a “Percentage Rent,” equal to six percent (6%) of gross sales each Lease year exceeding one million dollars. Ex. A, ¶ 4.1.

8. Pursuant to the Lease, any rent payment not made within five (5) business days of the due date constitutes a default and accumulates interest of eighteen percent (18%) or, if lower, the highest amount permitted under Connecticut law. Ex. A, ¶ 15.1(a).

9. Pursuant to the Lease, any sum to be paid by Lessee that is not paid within ten (10) business days after the due date, other than rent, constitutes a default. Ex. A, ¶ 15.1(b).

10. Upon the occurrence of a default, Plaintiff is entitled to, among other nonexclusive remedies, declare the entire rent for the balance of the Lease Term immediately due and payable. Ex. A, ¶ 15.2(c) - (d).

11. Moreover, Plaintiff is also entitled to recover attorneys' fees in the event of any litigation. Ex. A, ¶¶ 15.3, 20.4.

12. On or about August 19, 2011, Defendant executed a Personal Guaranty ("Guaranty"), personally guaranteeing the performance of the Lessee. A true and correct copy of the Guaranty is attached hereto as Exhibit B.

**COUNT I – BREACH OF GUARANTY AGREEMENT OF JIGNESH PANDYA**

13. A.V. Land incorporates by reference paragraphs 1 to 12 above.

14. The Lessee defaulted under the terms of the Lease by, *inter alia*, failing to make timely payments.

15. As of February 9, 2018, the Lessee is indebted in an amount not less than \$720,000, which represents sums due and owing under the Lease for rent, real estate taxes, and maintenance fees. Additional charges and fees continue to accrue.

16. By reason of the uncured payment defaults under the Lease, all amounts due to Plaintiff under the Lease are forthwith due and payable by Defendant in accordance with the Guaranty Agreement, and Defendant is liable to Plaintiff for all such amounts.


17. On or about December 26, 2017, Plaintiff notified Defendant in writing of the Lessee's default.

18. As of the date of this Complaint, neither Lessee nor Defendant has cured the default under the Lease.

**WHEREFORE**, Plaintiff, A.V. Land & Building Enterprises, LLC, demands judgment against Defendant, Jignesh Pandya, in an amount not less than \$720,000, together with reasonable attorney's fees, costs, interest and all such other relief as this Court deems appropriate.

**ECKERT SEAMANS CHERIN & MELLOTT,  
LLC**

Dated: February 27, 2018

By:   
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